

PROVIDE THE FOLLOWING DOCUMENTS/ DETAILS:

- ~~1. Name and address of the Architect and RCC Consultant.~~
- ~~2. Project's/Building's name.~~
- ~~3. Floor wise structural details.~~
- ~~4. Likely date of possession with all amenities.~~
- ~~5-1. Payment Schedule.~~
- ~~6-2. List of Amenities.~~
- ~~7. Is there any mortgage on the Plot and/ or premises thereon? If yes, pl. provide the relevant document/s in this regard.~~

No.

Date:

To,
Mr/ Mrs./Ms.
R/o
(Address)
Telephone/ Mobile number
Pan Card No.:
Aadhaar Card No.:
Email ID:

Sub: Your request for allotment of Flat/ Shop/Office No. _____ in the Building/Project Known as "**PLATINUM ELYSIUM**", having MahaRERA Registration No. _____.

Commented [SM1]: Pl. provide copy of RERA registration Certificate.

Sir/ Madam,

1. Allotment of the Plot:

(a) By an Allotment letter dated 16-11-2021, the CIDCO Ltd. has allotted to us a plot being Plot No. 7, Sector - 29, in Village/ Site Nerul, admeasuring 1291.20 Square meters (hereinafter referred to as "the said Plot") for Residential and Commercial purposes under Scheme "MM-SCH-14-2021-22" (hereinafter referred to as the said Scheme) for the lease premium and on the terms and conditions and as contained in the said Allotment Letter.

(b) By an Agreement to Lease dated 22-02-2022 executed by the CIDCO Ltd. and ourselves, the CIDCO Ltd. agreed to grant to us on leasehold basis the said Plot being Plot No. 7, Sector - 29, in Village/ Site Nerul, admeasuring 1291.20 Square meters, to construct and develop building or buildings for residential and commercial purposes for such lease premium and subject to the terms and condition and covenants as contained and stated in the said Agreement. The said Agreement to Lease is registered with the Sub-Registrar of Assurances under Serial No. 2372/2022 dated 25-02-2022.

(c) As per the Unified Development Control and Promotion Regulation (UDCPR 2020), an additional FSI is available over & above the base FSI available on the said Plot and the computation of total FSI permissible for construction on the said Plot is done as per the provisions of UDCPR. Accordingly, we, after applying and paying additional lease premium payable for obtaining the additional FSI, have obtained the grant of the additional FSI as per UDCPR, 2020 from CIDCO Ltd., by its letter dated 01-08-2022.

(d) Pursuant thereto, by a Modified Agreement to Lease dated 04-08-2022 executed by the CIDCO Ltd. and ourselves, the CIDCO Ltd. agreed to grant NOC to us for additional FSI over and above the Base FSI on the said Plot comprising of enhancement of Base FSI, Premium FSI, Ancillary FSI and such other FSI/ benefits mentioned therein hereinafter referred to as the Total Permissible FSI) as per the regulations and provisions of Unified Development Control and Promotion Regulation (UDCPR 2020) for such additional premium and upon such terms and conditions as are mentioned in the said Agreement. The said Modified Agreement to Lease is registered with the Sub-Registrar of Assurances under Serial No. 10037/ 2022 dated 04-08-2022.

2. Allotment of the Flat/Shop/Office:

a. This has reference to your request referred at the above subject. In that regard, we have the pleasure to inform that you have been allotted a _____ BHK Flat/Shop bearing No. _____ admeasuring RERA Carpet area _____ Sq. mtrs equivalent to _____ Sq.ft. situated on _____ Floor in _____ Building /Project _____ known as "**PLATINUM ELYSIUM**" having MahaRERA Registration No. _____ hereinafter referred to as "the said **Flat/Shop/Office**", being developed on land bearing Plot No. 7, Sector - 29, in Village/ Site Nerul, Navi Mumbai, Taluka and District Thane, admeasuring 1291.20 Square Meters or thereabouts, for a total consideration of Rs. _____ /- (Rupees. _____ Only) exclusive of GST, Stamp Duty and Registration charges.

b. The said total consideration is mutually agreed and subject to such increases which are due to increase on account of development charges or any other charges, deposits, fees, etc. payable to the competent authority and/or any other increase in taxes, charges and cess which may be levied or imposed by the competent authority from time to time.

c. We have informed you and you are aware that the carpet area of the said Flat/Shop/Office mentioned herein is on the basis of unfinished internal wall surface, area under RCC column and shear wall and other such structural members of the premises. Therefore, we have informed you and you are aware that there is likelihood that there can be some discrepancy in the carpet area mentioned in this letter and the carpet area of the said Flat/Shop/Office. We shall confirm the final carpet area that has been reserved for you after the construction of the Building/s/ Project is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. If there is

any reduction in the carpet area within the defined limit, the total price payable for the carpet area shall be recalculated upon receiving the net carpet area statement for the said Flat/Shop/Office from the Project Architect. The Certificate issued by the Architect certifying the above area shall be final and binding on both of us. You hereby agree, declare, confirm and undertake not to raise any objection, claim, dispute regarding such discrepancy in respect of the said carpet area.

d. Further, we have further represented to you that as per the sanctioned building plans, NMMC has sanctioned certain additional areas as permitted under UDCPR. The aforesaid additional areas are fused to the said Flat/Shop/Office. The Certificate to be issued by the Architect certifying the said carpet area and the said additional area sanctioned by NMMC as mentioned herein above shall be final and binding on you as well as us.

3. Allotment of parking space(s):

~~Further we have the pleasure to inform you that you have been allotted an open covered car parking bearing No. _____ in the said Project without consideration. The specific details thereof shall be communicated to you prior to the receipt of Occupancy Certificate from CIDCO Ltd.~~

Upon completing the said Project and obtaining Occupancy Certificate from NMMC, we shall prepare a plan for reservation of Car park to the Purchasers of various premises and simultaneously on your obtaining the possession of your Flat, a Reservation Letter for a suitable Car Park shall be issued in your favour. However, no such reservations shall be made for Offices and Commercial Unit Purchasers.

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4. Receipt of part consideration:

We confirm to have received from you an amount of Rs. _____ /- (Rupees _____ Only), being _____% of the total consideration value of the said Flat/Shop/ Office as booking amount /advance payment on _____, through _____.

5. Disclosures of information:

We have made available to you the following information namely:

i) We, through our Architect, "**M/S. ATUL PATEL ARCHITECTS**", having its Office at 1209, Land Mark, Sector No. 07, Kharghar, Navi Mumbai", having its Office at _____, had prepared and submitted to the NMMC and other authorities the building plans, specifications and designs for the said Plot by utilizing the said Total permissible FSI granted by CIDCO Ltd. as per the provisions of UDCPR, 2020, by proposing to construct Commercial Building on the said Plot and obtained from the NMMC an Commencement Certificate dated 06-01-2023, having reference no. NMMC/TPO/BP/132/2023 to construct a Residential cum Commercial Building comprising of **Two Basements + Ground + 17** upper Floors (hereinafter referred to as the said Layout).

ii) We have also appointed "**M/S. A.G. GOKHALE & ASSOCIATES**", as RCC Consultants and have

entered into standard Agreement for carrying out the construction of the said Building/s.

- iii) We have registered the said Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at Mumbai on _____ under registration no. _____.

Commented [SM3]: Pl. provide copy of RERA registration Certificate.

- iv) The Floor Space Index available as on date in respect of the said Plot is on the basis of 1.5 FSI + additional permissible FSI as per UDCPR i.e., $1291.20 \times 1.5 + 4299.696 = 6236.496$ Square meters (Total Permissible FSI) and the Promoters have planned to utilize the Total permissible Floor Space Index on the said Plot (as per Commencement Certificate Total BUA is 6224.680 Square meters) by availing the entire FSI available as mentioned in the UDCPR, 2020 which is applicable to the said Project.

- v) We, however, reserves our right to utilize the said balance/ any additional FSI that may be permissible on the said Plot by constructing additional premises in the said Building by submitting the revised Building Plans to NMMC/ concerned Authority and further obtaining the Amended Commencement Certificate for utilizing the said balance/ additional Permissible FSI on the said Plot in accordance with the sanctioned revised building plans.

- vi) The said Plot is earmarked for the purpose of building a Residential cum Commercial Project/Building consisting of Two Basements + Ground + 17— upper Floors whereby (i) _____ The Project shall be known as “PLATINUM ELYSIUM_____” (hereinafter referred to as the said Building/ Project).

- vii) The said Commencement Certificate 06-01-2023, sanctioned plans, layout plans, along with specifications, approved by the competent authority are displayed at the Project site and has also been uploaded on MahaRERA website.
- viii) The stage wise time schedule of completion of the Project, including the provisions for civic infrastructure like water, sanitation and electricity is as stated in Annexure - A attached herewith and

ix) The website address of MahaRERA is <https://maharera.mahaonline.gov.in/#>

6. Encumbrances:

We hereby confirm that, as of the date of this Allotment Letter, the said Flat/Shop/Office is free from all encumbrances and I/we hereby further confirm that no encumbrances shall be created on the Flat/Shop/Office. We, however, reserve our right to seek Loan/ Project Finance by encumbering other Flats/ Shops/ Offices in the said Project without affecting your rights to the said Flat/Shop/ Office.

7. Further payments:

Further payments towards the consideration of the said Flat/Shop/Office as well as of the covered car parking space(s) shall be made by you, in the manner and at the times as well as on the terms and conditions as more specifically enumerated / stated in the agreement for sale to be entered into between ourselves and yourselves.

8. Possession:

The said Flat/Shop/Office along with the covered car parking spaces(s) shall be handed over to you on or before 31-12-2027, subject to the payment of the consideration amount of the Flat/Shop/Office as well as of the covered car parking space(s) in the manner and at the times as well as per the terms and conditions as more specifically enumerated / stated in the Agreement for sale to be entered into between ourselves and yourselves.

9. Interest payment:

In case of delay in making any payments, you shall be liable to pay interest at the rate which shall be charged by us as per the provisions of Law.

10. Cancellation of allotment:

(i) In case you desire to cancel the booking/ reservation, we shall deduct an amount not exceeding 2% of the total consideration of the said Flat/ Shop/ Office and refund the balance amount (if any) to you as per the provisions of law.

(ii) In case of such termination, we shall be entitled to resell the said Flat to such third person/party, as we may deem fit, necessary and proper and recover and appropriate to themselves the entire sales consideration and other amounts that shall be received from such resale.

11. Other payments:

You shall make the payment of GST, stamp duty and registration charges, as applicable and such other payments as more specifically mentioned in the agreement for sale, the proforma whereof is enclosed herewith in terms of Clause 12 hereunder written.

12. Proforma of the agreement for sale and binding effect:

The proforma of the Agreement for sale to be entered into between ourselves and yourselves is enclosed herewith for your ready

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reference. Forwarding the proforma of the agreement for sale does not create a binding obligation on the part of ourselves and yourselves until compliance by yourselves of the mandate as stated in Clause13 hereunder.

13. Execution and registration of the Agreement for Sale:

i) You shall execute the Agreement for Sale and appear for registration of the same before the concerned Sub-Registrar within a period of 2 months from the date of issuance of this letter or within such period as may be communicated to you. The said period of 2 months can be further extended on our mutual understanding.

ii) If you fail to execute the Agreement for Sale and appear for registration of the same before the concerned Sub-Registrar within the stipulated period of 2 months from the date of issuance of this letter or within such period as may be communicated to you, we shall be entitled to serve upon you a notice calling upon you to execute the Agreement for Sale and appear for registration of the same within 15 (Fifteen) days, which if not complied, we shall be entitled to cancel this Allotment Letter and further we shall be entitled to forfeit an amount not exceeding 2% of the total consideration of the said Flat/ Shop/ Office and refund the balance amount (if any) to you as per the provisions of law.

14. Validity of allotment letter:

This Allotment Letter shall not be construed to limit your rights and interest upon execution and registration of the agreement for sale between ourselves and yourselves. Cancellation of allotment of the Flat/Shop/Office thereafter shall be covered by the terms and conditions of the said registered document.

15. User:

You will use the said Flat/Shop/Office strictly for the Residential / Commercial purpose. No change of user shall be permitted.

Commented [SM4]: Retain whichever is applicable

16. Third Party rights:

You agree that you shall not transfer the benefits of this reservation without our previous written consent. We may give such consent only upon payment of all the dues payable by you to us under this provisional reservation and on payment of transfer charges as may be decided and fixed by us.

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17. Headings:

Headings are inserted for convenience only and shall not affect the construction of the various Clauses of this Allotment Letter.

18. Miscellaneous:

a. You agree to sign all applications, papers and documents and do all such acts, deeds and things as we may require for safe guarding the interest in the said Project.

b. You agree not to claim any right, title or interest in the said Flat/ Shop/ Office or the said Plot till the entire consideration amount of the said Flat/ Shop/ Office as shall be set out in the Payment Schedule annexed to the Agreement for Sale and the entire contribution and other payments payable by you are paid in full and you are accepted as the member/s of the Society that shall be formed.

c. We shall have a first lien, charges etc., in respect of any amount / consideration remaining unpaid under this Reservation Letter.

d. You have, in token of your having accepted the aforesaid, agreed to sign at the foot of this Letter.

Signature
Name

(Promoter(s)/ Authorized Signatory) (Email Id.)

Date:
Place:

CONFIRMATION & ACKNOWLEDGEMENT

I/We have read and understood the contents of this Allotment Letter and the Annexure.
I/ We hereby agree and accept the terms and conditions as stipulated in this Allotment Letter.

Signature _____

Name _____

Allottee/s)

Date:

Place:

Annexure - A**Stage wise time schedule of completion of the Project**

Sr. No.	Stages	Date of Completion
1	Excavation	
2	Basements (if any)	
3	Podiums (if any)	
4	Plinth	
5	Stilt (if any)	
6	Slabs of super structure	
7	Internal walls, internal plaster, completion of floorings, doors and windows	
8	Sanitary electrical and water supply fittings within the said Flat/ Shop/Office	
9	Staircase, lifts wells and lobbies at each floor level overhead and underground water tanks	
10	External plumbing and external plaster, elevation, completion of terraces with waterproofing.	
11	Installation of lifts, water pumps, firefighting fittings and equipment, electrical fittings, mechanical equipment, finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to building / wing, compound wall and all other requirements as may be required to complete project as per specifications in agreement of sale, any other activities.	
12	Internal roads & footpaths, lighting	
13	Water supply	
14	Sewerage (chamber, lines, septic tank, STP)	
15	Storm water drains	
16	Treatment and disposal of sewage and sullage water	
17	Solid waste management & disposal	
18	Water conservation / rain water harvesting	
19	Electrical meter room, sub-station, receiving station.	
20	Others	

**Promoter (s) / Authorized
Signatory**

